

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 61	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

NOTES

FOR TECHNICAL QUESTIONS CONTACT PARK RANGER STEVE SUMMERS AT 217/774-3951.

Award will be made to the lowest responsive/responsible bidder complying with the requirements and deemed to be in the best interest of the Government.

Payment may be made by VISA credit card if deemed to be in the best interest of the Government.

Wage Determination Number 05-2169 Rev (01) is hereby incorporated and made a part of this solicitation.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	General Cleaning - One House FFP Contractor shall furnish all labor, equipment and materials (except those otherwise specified) necessary to maintain the Okaw Bluff Group Camp facilities in accordance with attached specifications. FOB: Destination MILSTRIP: W81C8X63462004 PURCHASE REQUEST NUMBER: W81C8X63462004	80	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Window Cleaning FFP Window Cleaning - Both Houses FOB: Destination PURCHASE REQUEST NUMBER: W81C8X63462004	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Carpet Shampoo FFP Carpet Shampoo - Both Houses FOB: Destination PURCHASE REQUEST NUMBER: W81C8X63462004	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Initial Cleaning FFP Initial Cleaning - Both Houses FOB: Destination PURCHASE REQUEST NUMBER: W81C8X63462004	1			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Option Year 1 - General Cleaning FFP General Cleaning - One House FOB: Destination PURCHASE REQUEST NUMBER: W81C8X63462004	80	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Option Year 1 - Window Cleaning FFP Window Cleaning - Both Houses FOB: Destination PURCHASE REQUEST NUMBER: W81C8X63462004	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Option Year 1 - Carpet Shampoo FFP Carpet Shampoo - Both Houses FOB: Destination PURCHASE REQUEST NUMBER: W81C8X63462004	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Option Year 1 - Initial Cleaning FFP Initial Cleaning - Both Houses FOB: Destination PURCHASE REQUEST NUMBER: W81C8X63462004	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Option Year 2 - General Cleaning FFP General Cleaning - One House FOB: Destination PURCHASE REQUEST NUMBER: W81C8X63462004	80	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Option Year 2 -Window Cleaning FFP Window Cleaning - Both Houses FOB: Destination PURCHASE REQUEST NUMBER: W81C8X63462004	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	Option Year 2 -Carpet Shampoo FFP Carpet Shampoo - Both Houses FOB: Destination PURCHASE REQUEST NUMBER: W81C8X63462004	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	Option Year 2 -Initial Cleaning FFP Initial Cleaning - Both Houses FOB: Destination PURCHASE REQUEST NUMBER: W81C8X63462004	1	Each		

NET AMT

SPECIFICATIONS

I HAVE (), HAVE NOT (), FAMILIARIZED MYSELF WITH ALL ATTACHMENTS AND ENCLOSURES,
AND UNDERSTAND THAT ANY SUBSEQUENT CONTRACT WILL BE SUBJECT TO THE TERMS,
CONDITIONS AND PROVISIONS OF SUCH ATTACHMENTS AND ENCLOSURES.

SPECIFICATIONS FOR JANITORIAL AND CLEANING SERVICE
AT THE OKAW BLUFF GROUP CAMP

1. GENERAL.

1.1 Scope of Work. The Contractor's work shall consist of furnishing all the labor, equipment, and materials (except as otherwise specified herein) necessary to maintain the Okaw Bluff Group Camp facilities in a clean and sanitary condition. This group camp consists of two residential type houses which are rented together or separately to groups from the general public. Together they contain approximately 5880 square feet of carpet, concrete, tile or linoleum floor space. The Contractor shall restore the facilities to a clean and sanitary condition following the departure of each user group. The houses will not normally be cleaned following the departure of a user group when the US Navy Seabees are scheduled to be the next group to arrive to use the facility. All work listed in this contract shall be performed during the work period, which will coincide with the contract period. NOTE: The Okaw Bluff Group Camp is not normally used during December, January, or February. No cleaning of the facility will be required during these three months. The Contractor shall perform the work during times which will not interfere with the activities of visitors using the facilities. All work shall be performed to the satisfaction of the Contracting Officer.

1.2 Definitions.

1.2.1 Contractor. The individual(s) whose purchase order bid was accepted by the U.S. Army Corps of Engineers, and who has gained the responsibility of performing janitorial and cleaning services at the Okaw Bluff Group Camp.

1.2.2 Okaw Bluff Group Camp. This complex is located just off of State Route 32 approximately 5 miles south of Sullivan, Illinois, and includes the road from highway 32 to the two houses, the area enclosed by the split rail fence, and the two houses. This entire complex will be referred to as Okaw Bluff throughout this contract.

1.2.3 Contracting Officer. The person executing this contract on behalf of the Government. The term includes, except as otherwise provided in this contract, any authorized representative of the Contracting Officer acting within the limits of their authority.

1.2.4 Contract Period. The contract period for the base year shall be from the date of award through December 31, 2007. The contract period for any optional option years shall be from January 1 through December 31 of those years.

1.2.5 Work Period. The term "work period" is used to specify the period during which the work takes place.

1.3 Safety. All work shall be performed in accordance with safety requirements set forth in the Corps of Engineers Manual, EM 385-1-1, entitled "Safety and Health Requirements Manual", November 2003, copy is available at <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>. The Contractor shall be responsible for complying with the current edition and all changes posted on the web. The COR will notify the Contractor of any noncompliance with these provisions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the COR may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess cost or damages by the Contractor. Compliance with the provisions of this clause by subcontractors will be the responsibility of the Contractor.

1.4 Utilities. Water, electricity, and disposal services for sewage and solid waste will be furnished by the Government. No charge will be made to the Contractor for the use of these facilities and services, when used in the performance of the requirements of this contract.

1.5 Changes.

1.5.1 Convenience of the Government. During the contract period, it may be necessary to close the recreation area due to maintenance repairs, change in public visitation, or other circumstances. In the event this action occurs, the Contractor will be notified in writing 72 hours in advance with the understanding that the Contractor will resume contracted services when deemed suitable by the Contracting Officer. Any reductions in the amount of work performed will require a reduction in the total contract amount based on the Contractor's unit bid prices.

1.5.2 Emergency Termination. In the event of medical emergency or other valid circumstances, the Contractor may request and, with the approval of the Operations Manager, receive termination of the contract. Any such request shall be made in writing to the Contracting Officer.

1.6 Payment. Payment will be made monthly for the work actually performed during the month at the applicable contract unit prices. Payment will be made as soon as practicable after acceptance of the work performed and upon receipt of a correct invoice in duplicate. Each invoice shall be mailed or hand delivered to the Lake Shelbyville Project Office and shall contain the following information: Contractor's name and address exactly as it appears in Block 17 of the Standard Form 1449; contract number; item number; contract description of services; unit prices, and extended totals. In the event the area is closed as stated in Clause 1.5.1, the Government shall have the right to reduce the amount of payment in accordance with the specified unit prices. In the event that work under this purchase order is suspended due to the circumstances described in Clause 1.5.2, the Government shall have the right to reduce the amount of payment in accordance with the specified unit prices.

1.7 Notification of Contract Deficiencies.

1.7.1 The Contracting Officer will notify the Contractor of any deficiencies in service.

1.7.2 Written notification will be given by the Operations Manager on a Contract Discrepancy Report Form, prepared in triplicate. The original will become a part of the Contractor's permanent file at the project office. The first and second copies will be delivered to the contractor. The contractor must indicate how he/she will correct the deficiency on one copy, sign that copy, and return it to the project office for inclusion in the permanent contract file.

1.7.3 Correction of Contract Deficiencies. Upon receipt of official notification of a deficiency in service, the Contractor shall immediately correct the deficiency and/or take steps to prevent recurrence of the deficiency.

1.7.4 Deficiencies in Service. This contract may be terminated by the Contracting Officer upon issuance of three (3) Contract Discrepancy Reports.

1.7.5 Misappropriation of Government Property. This contract will be terminated by the Contracting Officer in the event of the theft of Government property by the Contractor or his/her employees.

1.8 Authorized Personnel. Under no circumstances will unauthorized persons be permitted to enter the buildings at Okaw Bluff for any purpose. The Contractor shall maintain security while working, keep all doors and windows locked during the performance of the work, and insure that all windows and doors are closed and locked upon their departure.

1.9 Unusual Conditions. The Contractor shall inform the Contracting Officer of any unusual conditions observed, such as power failures, heating problems, rain or storm damage, or other maintenance problems. These conditions must be reported to the Contracting Officer as soon as possible after they are noticed.

1.10 Minor Maintenance. The Contractor will be responsible for some minor repairs. Examples of these repairs include but are not limited to the following: unclogging pipes and resetting tripped breakers. If toilets are not functioning properly, the Contractor shall notify the Contracting Officer immediately so that repairs may be scheduled. The Contractor shall place an "Out-of-Order" sign on the toilet.

2. U.S. ARMY CORPS OF ENGINEERS/CONTRACTOR RESPONSIBILITIES

2.1 U.S. Army Corps of Engineers Responsibilities.

2.1.1 Facilities. The Okaw Bluff area covers approximately 3 acres and includes two residential type houses. The two houses combined are equipped to accommodate up to 34 individuals overnight. Both Houses are equipped for cooking and serving of meals. Furniture, appliances, and some cooking and eating utensils are provided by the Corps.

2.1.2 Maintenance. The Corps will keep the two houses in a safe and operational condition, including the maintenance of the heating system, water heaters, plumbing and sewage systems, and all electrical facilities for each building. The Corps will also maintain the roadways, the split rail fence, and the outdoor picnic tables. The project office will bear the costs of all utilities at Okaw Bluff.

2.1.3 Mowing. All mowing within the group camp area will be the responsibility of the Corps.

2.1.4 Hiking Trail Maintenance. Hiking trail maintenance will be the responsibility of the Corps.

2.1.5 Visitor supplies. Visitor supplies including but not limited to: toilet paper, paper towels, liquid hand soap, dishwashing liquid, dishwasher detergent, trash bags, light bulbs, etc. will be furnished by the Government.

2.2 Contractor Responsibilities.

2.2.1 To be Provided by the Contractor.

a. The contractor will provide all labor, equipment, and supplies necessary to perform the cleaning services of the Okaw Bluff Group Camp to the satisfaction of the Contracting Officer. Equipment and supplies will include, but not be limited to: a vacuum cleaner, a carpet shampooer, dust mops, wet mops, brooms, buckets, rags, sponges, window cleaner, other cleaners and detergents, wasp and hornet spray, and ant and roach spray. Spraying for insects under this contract will only be spot spraying for occasional appearance of insects such as ants or wasps. The facility receives monthly spraying for insects by a professional pest extermination service separate from this contract. NOTE: ALL CHEMICALS USED MUST BE APPROVED BY THE PROJECT CHEMICAL CONTROL OFFICER PRIOR TO USE.

b. All transportation required to perform the duties of this contract.

3. DESCRIPTION OF WORK.

3.1 JANITORIAL AND CLEANING STANDARDS AND PROCEDURES. The Contractor shall furnish all janitorial supplies and perform all janitorial and cleaning services as directed herein.

3.1.1 Kitchen Utensils. The Contractor shall insure that all cooking and eating utensils are in a clean and sanitary condition.

3.1.2 Tables and Stackable Chairs. The Contractor shall insure that all tables and stackable chairs are clean and neatly stacked.

3.1.3 Fireplaces, Grills, and Campfire Rings. The Contractor shall clean fireplaces, grills, and campfire rings of excess coals, ashes, grease, and litter following the departure of each group. All materials shall be removed, cooled and placed in the on site dumpster.

3.2 INITIAL CLEANING. An initial cleaning of both houses will be performed by the Contractor during the first week of March in each year of the contract. This cleaning will include but will not be limited to: shampooing all carpets, washing all interior and exterior windows, scrubbing all non-carpeted floors, cleaning all wall surfaces, dusting all surfaces, removing all cobwebs, washing all cooking and eating utensils, cleaning all cabinets, drawers, and closets, cleaning all mattress and pillow covers, cleaning all kitchen appliances, cleaning all bathroom fixtures, cleaning all fireplaces, grills, campfire rings, and picnic tables, clearing all porches, sidewalks, and grass areas (including roadsides) of litter, and cleaning all trash receptacles.

3.3 ROUTINE CLEANING. Routine cleaning shall be performed by the Contractor as follows.

3.3.1 The Contractor shall be responsible for cleaning the premises following the departure of each user group. Routine cleaning will include but not be limited to: trash removal, damp mopping, dusting, vacuuming, and sweeping. It will also include the cleaning of: mirrors, restrooms, restroom fixtures, stoves, refrigerators, ovens, microwaves, exhaust fans, and countertops, fire places, bar-b-que grills, and fire rings. Routine cleanings will also include washing and putting away any cooking and eating utensils left out by the users. Exception: Routine cleaning will not be performed following the departure of a user group when the U.S. Naval Seabees are the next group scheduled to use the facilities.

3.3.2 Bed covers and Pillows. (34 of each) Bed covers and pillow covers shall be cleaned when necessary and maintained free of dirt, dust, or other foreign matter throughout the season. All damaged items will be turned in to the Contracting Officer for replacement. Plastic pillow cases and bed covers will be wiped down with a damp sponge to remove smudges and stains when necessary.

3.3.3 Windows. All glass partitions, glass doors (interior and exterior), frames, sills, casings, screens, and transparent surfaces shall be kept free of film, dirt, smudges, water, streaks, finger or hand prints, or any other foreign matter.

3.3.4 GROUNDS MAINTENANCE.

3.3.4.1 Houses. The outside walls of the buildings including overhangs and window sills shall be cleaned to remove cobwebs, spiders, insects, and insect nests. Chemicals or sprays are not allowed unless approved by the Contracting Officer.

3.3.4.2 Litter Removal. The Contractor shall keep porches, patios, decks, sidewalks, grounds within the split rail fence area, and the roadway and roadsides (from Illinois State Route 32 to the split rail fence area) free of trash, refuse, debris, paper, empty bottles, cans, and other litter.

3.3.4.3 Safety Hazards. The Contractor shall report any safety hazards, broken or missing signs, or other problems to the Contracting Officer immediately upon discovery.

3.4 PERIODIC CLEANING.

3.4.1 Windows. All windows shall be thoroughly cleaned inside and out two (2) times during the contract period, in addition to the window cleaning performed during the initial cleaning. Specific dates for window cleaning will be determined by the Contracting Officer.

3.4.2 Carpets. All carpets shall be shampooed two (2) times during the contract period, in addition to the shampooing performed during the initial cleaning. Specific dates for carpet shampooing will be determined by the Contracting Officer.

3.5 INSPECTIONS. The Contractor shall notify the Contracting Officer immediately after each periodic cleaning has been accomplished in order that inspection of the work may be scheduled prior to the arrival of the next user group.

4. PERSONNEL.

4.1 List of Contractor Personnel. The Contractor shall furnish for the Contracting Officer's approval, a list of all Contractor Personnel who will be performing work under this contract within ten (10) days following the award of the contract. Any changes to this list must be approved by the Contracting Officer prior to new employees starting work.

4.2 Meetings. Meetings, if required, may be called by the Contracting Officer to discuss problems and/or changes associated with the performance of the contract. All Contractor Personnel shall attend these meetings unless otherwise excused by the Contracting Officer.

5. RESTRICTIONS.

5.1 The Contractor shall be subject to all current regulations governing the public use of lands and waters of the project except those specifically waived under this contract.

6. WORK SCHEDULE.

6.1 Hours. The Contractor shall perform the work as specified by this contract on the dates and at the times specified by the Contracting Officer. When possible the Contractor will receive a schedule of dates and times when cleaning will be required at least one (1) week in advance.

6.2 Changing Work Schedule. The schedule of dates and hours when work is to be done is subject to change in order to optimize service to the public. Such changes sometimes occur due to cancellations of reservations or new reservations being made after the work period begins. If this occurs the Contractor will be given as much advance notice as possible by the Contracting Officer.

7. CONTRACT INSPECTION AND PERFORMANCE.

7.1 Inspection. Work will be conducted under the general direction of the Contracting Officer and is subject to inspection by appointed inspectors to insure strict compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Contracting Officer, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. Formal acceptance will be made by the Contracting Officer for and on behalf of the Government.

7.2 Performance. During the progress of the contract, if it becomes apparent that the Contractor is unable or unwilling to perform the work in accordance with the contract specifications, additional supplies, equipment and/or personnel shall be obtained by the Contractor in order to insure that the specified work is accomplished. If any work performed hereunder is not in conformity with the requirements of this contract, the Government shall have the right to require the Contractor to immediately take all necessary steps to insure that future performance of the work is in conformity with the requirements of the contract; and to reduce the contract price to reflect the reduced value of the work performed. In the event that the Contractor fails to promptly take necessary steps to insure future performance of the services in conformity with the requirements of the contract, the Government shall have the right to either (1) by contract or otherwise have the work performed in conformity with the contract requirements and charge to the Contractor any cost occasioned by the Government that is directly related to the performance of such work; or (2) terminate this contract for default as provided herein.

8. PROTECTION OF BUILDING, EQUIPMENT AND VEGETATION.

8.1 Protection of Land Resources. The work areas where work is to be performed under this contract, and the land and water areas adjacent thereto, shall be preserved in their present condition.

8.2 Protection of Government Facilities. The Contractor shall be responsible for restoring any Government facilities or structures damaged as a result of his/her operation. Reasonable care shall be used to avoid damage to existing structures, equipment and vegetation in the group camp area and other areas of operation. Any such damage shall be repaired or replaced as directed by the Contracting Officer at no cost to the Government. If the Contractor does not make such repair or replacement, the cost thereof will be deducted from payments to the Contractor. The Contractor shall advise the Contracting Officer of any damage due to vandalism or other causes as soon as possible.

9. OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES (MAR 1989).

9.1 The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the end of the contract period, provided that the Government will give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

9.2 If the Government exercises this option, the extended contract will be considered to include this option provision.

9.3 The total duration of this contract, including the exercise of any options under this clause, will not exceed three (3) years.

10. MODIFICATION OF CONTRACT. The period of the contract, work days and the total number of cleanings of the contract, are subject to adjustments due to changes in the number of reservations received for occupancy of the houses. The Contractor will be notified twenty-four (24) hours prior to implementing changes.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1004	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
2004	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	01-MAR-2007	80	LAKE SHELBYVILLE PROJECT OFC USARMY ENGR DIST ST LOUIS RR #4, BOX 128B SHELBYVILLE IL 62565-9804 FOB: Destination	B3R0S00
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1004	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005

CLAUSES INCORPORATED BY FULL TEXT

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the

agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-use as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting

from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision --

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:-----☐ TIN has been applied for.☐ TIN is not required because:☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;☐ Offeror is an agency or instrumentality of a foreign government;☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;☐ Partnership;☐ Corporate entity (not tax-exempt);☐ Corporate entity (tax-exempt);☐ Government entity (Federal, State, or local);☐ Foreign government;☐ International organization per 26 CFR 1.6049-4;☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end product, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

—

—

—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no

offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k)((1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X ____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (4) [Removed].

____ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

____ (ii) Alternate I (OCT 1995) of 52.219-6.

____ (iii) Alternate II (MAR 2004) of 52.219-6.

____ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X ___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X ___ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

X ___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

X ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

() is () is not a historically black college or university;

() is () is not a minority institution.

(End of provision)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") **not later than 15 days after award**. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT

information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate

that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

**52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)
(APR 1984)**

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

**52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
(APR 1984)**

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(End of clause)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the

Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far
www.acq.osd.mil/dp/dars

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far
www.acq.osd.mil/dp/dars

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(h) The use in this solicitation of any [FAR Supplement](#) (48 CFR Chapter [1](#)) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [FAR Supplement](#) (48 CFR [Chapter 1](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(i) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2006) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUN 2006) (DEVIATION)), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

WAGE RATES

05-2169 IL,DACATUR

WAGE DETERMINATION NO: 05-2169 REV (01) AREA: IL,DACATUR

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:05-2170

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2169
Revision No.: 1
Date Of Revision: 09/20/2006

State: Illinois

Area: Illinois Counties of Christian, Clark, Coles, Crawford, Cumberland,
Jasper,
Macon, Moultrie, Shelby

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	
13.01	
01012 - Accounting Clerk II	
15.14	
01013 - Accounting Clerk III	
19.23	
01020 - Administrative Assistant	
16.46	
01040 - Court Reporter	
12.06	
01051 - Data Entry Operator I	
10.32	
01052 - Data Entry Operator II	
11.64	
01060 - Dispatcher, Motor Vehicle	
15.26	
01070 - Document Preparation Clerk	
10.28	
01090 - Duplicating Machine Operator	
10.28	
01111 - General Clerk I	
9.90	
01112 - General Clerk II	
10.94	
01113 - General Clerk III	
13.19	
01120 - Housing Referral Assistant	
15.36	
01141 - Messenger Courier	
7.86	
01191 - Order Clerk I	
11.09	
01192 - Order Clerk II	
12.73	
01261 - Personnel Assistant (Employment) I	
14.60	
01262 - Personnel Assistant (Employment) II	
16.36	
01263 - Personnel Assistant (Employment) III	
18.93	
01270 - Production Control Clerk	
17.52	
01280 - Receptionist	
9.86	
01290 - Rental Clerk	
11.25	
01300 - Scheduler, Maintenance	
10.82	
01311 - Secretary I	
10.82	

01312 - Secretary II
12.06
01313 - Secretary III
15.36
01320 - Service Order Dispatcher
12.46
01410 - Supply Technician
16.46
01420 - Survey Worker
12.06
01531 - Travel Clerk I
10.26
01532 - Travel Clerk II
11.05
01533 - Travel Clerk III
11.78
01611 - Word Processor I
9.88
01612 - Word Processor II
11.08
01613 - Word Processor III
12.39
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass
18.53
05010 - Automotive Electrician
17.96
05040 - Automotive Glass Installer
16.80
05070 - Automotive Worker
16.80
05110 - Mobile Equipment Servicer
14.83
05130 - Motor Equipment Metal Mechanic
17.96
05160 - Motor Equipment Metal Worker
16.80
05190 - Motor Vehicle Mechanic
16.97
05220 - Motor Vehicle Mechanic Helper
14.02
05250 - Motor Vehicle Upholstery Worker
16.80
05280 - Motor Vehicle Wrecker
16.80
05310 - Painter, Automotive
16.38
05340 - Radiator Repair Specialist
16.80
05370 - Tire Repairer
13.55
05400 - Transmission Repair Specialist
16.97
07000 - Food Preparation And Service Occupations
07010 - Baker
12.41
07041 - Cook I
10.45

07042 - Cook II
11.29
07070 - Dishwasher
8.36
07130 - Food Service Worker
8.36
07210 - Meat Cutter
13.23
07260 - Waiter/Waitress
8.95
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter
15.19
09040 - Furniture Handler
13.01
09080 - Furniture Refinisher
16.71
09090 - Furniture Refinisher Helper
13.53
09110 - Furniture Repairer, Minor
15.36
09130 - Upholsterer
16.17
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles
10.42
11060 - Elevator Operator
9.59
11090 - Gardener
13.22
11122 - Housekeeping Aide
8.72
11150 - Janitor
10.55
11210 - Laborer, Grounds Maintenance
10.29
11240 - Maid or Houseman
7.77
11260 - Pruner
9.90
11270 - Tractor Operator
12.65
11330 - Trail Maintenance Worker
10.29
11360 - Window Cleaner
11.29
12000 - Health Occupations
12010 - Ambulance Driver
14.15
12011 - Breath Alcohol Technician
14.82
12012 - Certified Occupational Therapist Assistant
19.06
12015 - Certified Physical Therapist Assistant
19.06
12020 - Dental Assistant
11.20
12025 - Dental Hygienist
34.18

12030 - EKG Technician
23.56
12035 - Electroneurodiagnostic Technologist
23.56
12040 - Emergency Medical Technician
15.55
12071 - Licensed Practical Nurse I
13.24
12072 - Licensed Practical Nurse II
14.82
12073 - Licensed Practical Nurse III
15.49
12100 - Medical Assistant
11.80
12130 - Medical Laboratory Technician
13.92
12160 - Medical Record Clerk
12.67
12190 - Medical Record Technician
15.28
12195 - Medical Transcriptionist
12.79
12210 - Nuclear Medicine Technologist
31.61
12221 - Nursing Assistant I
8.69
12222 - Nursing Assistant II
9.77
12223 - Nursing Assistant III
10.66
12224 - Nursing Assistant IV
11.95
12235 - Optical Dispenser
14.82
12236 - Optical Technician
13.24
12250 - Pharmacy Technician
12.19
12280 - Phlebotomist
12.03
12305 - Radiologic Technologist
22.80
12311 - Registered Nurse I
17.82
12312 - Registered Nurse II
21.81
12313 - Registered Nurse II, Specialist
21.81
12314 - Registered Nurse III
26.37
12315 - Registered Nurse III, Anesthetist
26.37
12316 - Registered Nurse IV
31.61
12317 - Scheduler (Drug and Alcohol Testing)
18.12
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I
16.46

13012 - Exhibits Specialist II
20.15
13013 - Exhibits Specialist III
21.12
13041 - Illustrator I
18.38
13042 - Illustrator II
22.49
13043 - Illustrator III
23.56
13047 - Librarian
21.64
13050 - Library Aide/Clerk
12.55
13054 - Library Information Technology Systems Administrator
21.45
13058 - Library Technician
15.64
13061 - Media Specialist I
13.04
13062 - Media Specialist II
14.59
13063 - Media Specialist III
16.26
13071 - Photographer I
15.13
13072 - Photographer II
16.25
13073 - Photographer III
19.89
13074 - Photographer IV
20.83
13075 - Photographer V
21.46
13110 - Video Teleconference Technician
14.11
14000 - Information Technology Occupations
14041 - Computer Operator I
13.04
14042 - Computer Operator II
15.99
14043 - Computer Operator III
19.47
14044 - Computer Operator IV
20.97
14045 - Computer Operator V
23.21
14071 - Computer Programmer I (1)
18.70
14072 - Computer Programmer II (1)
22.49
14073 - Computer Programmer III (1)
27.62
14074 - Computer Programmer IV (1)
27.62
14101 - Computer Systems Analyst I (1)
26.46
14102 - Computer Systems Analyst II (1)
27.62

14103 - Computer Systems Analyst III (1)
27.62
14150 - Peripheral Equipment Operator
13.72
14160 - Personal Computer Support Technician
20.97
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated)
25.00
15020 - Aircrew Training Devices Instructor (Rated)
30.23
15030 - Air Crew Training Devices Instructor (Pilot)
33.25
15050 - Computer Based Training Specialist / Instructor
26.46
15060 - Educational Technologist
22.16
15070 - Flight Instructor (Pilot)
33.25
15080 - Graphic Artist
21.69
15090 - Technical Instructor
16.36
15095 - Technical Instructor/Course Developer
22.16
15110 - Test Proctor
13.20
15120 - Tutor
13.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler
7.92
16030 - Counter Attendant
7.92
16040 - Dry Cleaner
9.89
16070 - Finisher, Flatwork, Machine
7.92
16090 - Presser, Hand
7.92
16110 - Presser, Machine, Drycleaning
7.92
16130 - Presser, Machine, Shirts
7.92
16160 - Presser, Machine, Wearing Apparel, Laundry
7.92
16190 - Sewing Machine Operator
10.50
16220 - Tailor
11.10
16250 - Washer, Machine
8.67
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room)
19.18
19040 - Tool And Die Maker
23.90
21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator
14.51
21030 - Material Coordinator
18.24
21040 - Material Expediter
18.24
21050 - Material Handling Laborer
14.43
21071 - Order Filler
13.30
21080 - Production Line Worker (Food Processing)
14.51
21110 - Shipping Packer
14.02
21130 - Shipping/Receiving Clerk
14.02
21140 - Store Worker I
11.30
21150 - Stock Clerk
14.57
21210 - Tools And Parts Attendant
14.51
21410 - Warehouse Specialist
14.51
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder
21.58
23021 - Aircraft Mechanic I
20.51
23022 - Aircraft Mechanic II
21.54
23023 - Aircraft Mechanic III
22.61
23040 - Aircraft Mechanic Helper
16.95
23050 - Aircraft, Painter
19.22
23060 - Aircraft Servicer
18.58
23080 - Aircraft Worker
19.20
23110 - Appliance Mechanic
19.30
23120 - Bicycle Repairer
13.55
23125 - Cable Splicer
20.36
23130 - Carpenter, Maintenance
18.70
23140 - Carpet Layer
18.26
23160 - Electrician, Maintenance
22.96
23181 - Electronics Technician Maintenance I
18.51
23182 - Electronics Technician Maintenance II
19.54
23183 - Electronics Technician Maintenance III
20.58

23260 - Fabric Worker
17.20
23290 - Fire Alarm System Mechanic
20.36
23310 - Fire Extinguisher Repairer
16.20
23311 - Fuel Distribution System Mechanic
20.36
23312 - Fuel Distribution System Operator
17.09
23370 - General Maintenance Worker
16.28
23380 - Ground Support Equipment Mechanic
20.51
23381 - Ground Support Equipment Servicer
18.58
23382 - Ground Support Equipment Worker
19.20
23391 - Gunsmith I
16.17
23392 - Gunsmith II
18.26
23393 - Gunsmith III
20.36
23410 - Heating, Ventilation And Air-Conditioning Mechanic
20.36
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)
21.35
23430 - Heavy Equipment Mechanic
20.36
23440 - Heavy Equipment Operator
23.61
23460 - Instrument Mechanic
20.36
23465 - Laboratory/Shelter Mechanic
19.30
23470 - Laborer
10.57
23510 - Locksmith
19.30
23530 - Machinery Maintenance Mechanic
21.69
23550 - Machinist, Maintenance
18.22
23580 - Maintenance Trades Helper
14.02
23591 - Metrology Technician I
20.36
23592 - Metrology Technician II
21.42
23593 - Metrology Technician III
21.36
23640 - Millwright
21.69
23710 - Office Appliance Repairer
19.30
23760 - Painter, Maintenance
21.43

23790 - Pipefitter, Maintenance
28.80
23810 - Plumber, Maintenance
26.38
23820 - Pneudraulic Systems Mechanic
20.36
23850 - Rigger
20.36
23870 - Scale Mechanic
18.26
23890 - Sheet-Metal Worker, Maintenance
21.67
23910 - Small Engine Mechanic
18.26
23931 - Telecommunications Mechanic I
19.72
23932 - Telecommunications Mechanic II
20.52
23950 - Telephone Lineman
20.36
23960 - Welder, Combination, Maintenance
16.97
23965 - Well Driller
20.36
23970 - Woodcraft Worker
20.36
23980 - Woodworker
16.10
24000 - Personal Needs Occupations
24570 - Child Care Attendant
8.90
24580 - Child Care Center Clerk
12.76
24610 - Chore Aide
10.31
24620 - Family Readiness And Support Services Coordinator
14.96
24630 - Homemaker
15.24
25000 - Plant And System Operations Occupations
25010 - Boiler Tender
20.36
25040 - Sewage Plant Operator
19.30
25070 - Stationary Engineer
20.36
25190 - Ventilation Equipment Tender
16.38
25210 - Water Treatment Plant Operator
19.30
27000 - Protective Service Occupations
27004 - Alarm Monitor
13.10
27007 - Baggage Inspector
11.06
27008 - Corrections Officer
16.68
27010 - Court Security Officer
16.68

27030 - Detection Dog Handler
13.10
27040 - Detention Officer
16.68
27070 - Firefighter
16.68
27101 - Guard I
11.06
27102 - Guard II
13.10
27131 - Police Officer I
23.24
27132 - Police Officer II
25.45
28000 - Recreation Occupations
28041 - Carnival Equipment Operator
12.10
28042 - Carnival Equipment Repairer
12.65
28043 - Carnival Equipment Worker
10.12
28210 - Gate Attendant/Gate Tender
13.06
28310 - Lifeguard
11.27
28350 - Park Attendant (Aide)
14.15
28510 - Recreation Aide/Health Facility Attendant
10.12
28515 - Recreation Specialist
10.95
28630 - Sports Official
11.64
28690 - Swimming Pool Operator
14.74
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer
18.26
29020 - Hatch Tender
18.26
29030 - Line Handler
18.26
29041 - Stevedore I
17.20
29042 - Stevedore II
19.30
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (2)
34.87
30011 - Air Traffic Control Specialist, Station (HFO) (2)
24.05
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)
26.48
30021 - Archeological Technician I
16.74
30022 - Archeological Technician II
18.42
30023 - Archeological Technician III
23.24

30030 - Cartographic Technician	
22.20	
30040 - Civil Engineering Technician	
22.98	
30061 - Drafter/CAD Operator I	
11.98	
30062 - Drafter/CAD Operator II	
16.96	
30063 - Drafter/CAD Operator III	
19.96	
30064 - Drafter/CAD Operator IV	
23.92	
30081 - Engineering Technician I	
11.60	
30082 - Engineering Technician II	
16.06	
30083 - Engineering Technician III	
18.51	
30084 - Engineering Technician IV	
22.65	
30085 - Engineering Technician V	
23.99	
30086 - Engineering Technician VI	
26.43	
30090 - Environmental Technician	
21.45	
30210 - Laboratory Technician	
21.37	
30240 - Mathematical Technician	
22.20	
30361 - Paralegal/Legal Assistant I	
15.26	
30362 - Paralegal/Legal Assistant II	
20.81	
30363 - Paralegal/Legal Assistant III	
25.44	
30364 - Paralegal/Legal Assistant IV	
28.41	
30390 - Photo-Optics Technician	
22.20	
30461 - Technical Writer I	17.23
30462 - Technical Writer II	
21.08	
30463 - Technical Writer III	
25.49	
30491 - Unexploded Ordnance (UXO) Technician I	
22.16	
30492 - Unexploded Ordnance (UXO) Technician II	
26.81	
30493 - Unexploded Ordnance (UXO) Technician III	
32.14	
30494 - Unexploded (UXO) Safety Escort	
22.16	
30495 - Unexploded (UXO) Sweep Personnel	
22.16	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	
17.36	
30621 - Weather Observer, Senior (3)	
19.28	

31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	
12.31	
31030 - Bus Driver	
16.85	
31043 - Driver Courier	
13.04	
31260 - Parking and Lot Attendant	
11.72	
31290 - Shuttle Bus Driver	
14.88	
31310 - Taxi Driver	
13.66	
31361 - Truckdriver, Light	
12.88	
31362 - Truckdriver, Medium	
14.59	
31363 - Truckdriver, Heavy	
17.89	
31364 - Truckdriver, Tractor-Trailer	
17.89	
99000 - Miscellaneous Occupations	
99030 - Cashier	
7.92	
99050 - Desk Clerk	
8.78	
99095 - Embalmer	
21.45	
99251 - Laboratory Animal Caretaker I	
13.47	
99252 - Laboratory Animal Caretaker II	14.14
99310 - Mortician	
21.45	
99410 - Pest Controller	
16.46	
99510 - Photofinishing Worker	
11.86	
99710 - Recycling Laborer	
12.15	
99711 - Recycling Specialist	
14.12	
99730 - Refuse Collector	
12.08	
99810 - Sales Clerk	
10.73	
99820 - School Crossing Guard	
11.22	
99830 - Survey Party Chief	
16.14	
99831 - Surveying Aide	
10.08	
99832 - Surveying Technician	
14.63	
99840 - Vending Machine Attendant	
15.86	
99841 - Vending Machine Repairer	
18.92	
99842 - Vending Machine Repairer Helper	
15.86	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <<http://www.dol.gov/esa/whd/>> or through the Wage Determinations On-Line (WDOL) Web site at <<http://wdol.gov/>>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable

relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

I HAVE (), HAVE NOT (), FAMILIARIZED MYSELF WITH ALL ATTACHMENTS AND ENCLOSURES, AND UNDERSTAND THAT ANY SUBSEQUENT CONTRACT WILL BE SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS OF SUCH ATTACHMENTS AND ENCLOSURES.

SPECIFICATIONS FOR JANITORIAL AND CLEANING SERVICE
AT THE OKAW BLUFF GROUP CAMP

1. GENERAL.

1.1 Scope of Work. The Contractor's work shall consist of furnishing all the labor, equipment, and materials (except as otherwise specified herein) necessary to maintain the Okaw Bluff Group Camp facilities in a clean and sanitary condition. This group camp consists of two residential type houses which are rented together or separately to groups from the general public. Together they contain approximately 5880 square feet of carpet, concrete, tile or linoleum floor space. The Contractor shall restore the facilities to a clean and sanitary condition following the departure of each user group. The houses will not normally be cleaned following the departure of a user group when the US Navy Seabees are scheduled to be the next group to arrive to use the facility. All work listed in this contract shall be performed during the work period, which will coincide with the contract period. NOTE: The Okaw Bluff Group Camp is not normally used during December, January, or February. No cleaning of the facility will be required during these three months. The Contractor shall perform the work during times which will not interfere with the activities of visitors using the facilities. All work shall be performed to the satisfaction of the Contracting Officer.

1.2 Definitions.

1.2.1 Contractor. The individual(s) whose purchase order bid was accepted by the U.S. Army Corps of Engineers, and who has gained the responsibility of performing janitorial and cleaning services at the Okaw Bluff Group Camp.

1.2.2 Okaw Bluff Group Camp. This complex is located just off of State Route 32 approximately 5 miles south of Sullivan, Illinois, and includes the road from highway 32 to the two houses, the area enclosed by the split rail fence, and the two houses. This entire complex will be referred to as Okaw Bluff throughout this contract.

1.2.3 Contracting Officer. The person executing this contract on behalf of the Government. The term includes, except as otherwise provided in this contract, any authorized representative of the Contracting Officer acting within the limits of their authority.

1.2.4 Contract Period. The contract period for the base year shall be from the date of award through December 31, 2007. The contract period for any optional option years shall be from January 1 through December 31 of those years.

1.2.5 Work Period. The term "work period" is used to specify the period during which the work takes place.

1.3 Safety. All work shall be performed in accordance with safety requirements set forth in the Corps of Engineers Manual, EM 385-1-1, entitled "Safety and Health Requirements

Manual" and supplements thereto, copies of which are available at the Lake Shelbyville Project Office. All equipment or materials not in conformance with the safety manual shall be removed from Government property immediately.

1.4 Utilities. Water, electricity, and disposal services for sewage and solid waste will be furnished by the Government. No charge will be made to the Contractor for the use of these facilities and services, when used in the performance of the requirements of this contract.

1.5 Changes.

1.5.1 Convenience of the Government. During the contract period, it may be necessary to close the recreation area due to maintenance repairs, change in public visitation, or other circumstances. In the event this action occurs, the Contractor will be notified in writing 72 hours in advance with the understanding that the Contractor will resume contracted services when deemed suitable by the Contracting Officer. Any reductions in the amount of work performed will require a reduction in the total contract amount based on the Contractor's unit bid prices.

1.5.2 Emergency Termination. In the event of medical emergency or other valid circumstances, the Contractor may request and, with the approval of the Operations Manager, receive termination of the contract. Any such request shall be made in writing to the Contracting Officer.

1.6 Payment. Payment will be made monthly for the work actually performed during the month at the applicable contract unit prices. Payment will be made as soon as practicable after acceptance of the work performed and upon receipt of a correct invoice in duplicate. Each invoice shall be mailed or hand delivered to the Lake Shelbyville Project Office and shall contain the following information: Contractor's name and address **exactly** as it appears in Block 17 of the Standard Form 1449; contract number; item number; contract description of services; unit prices, and extended totals. In the event the area is closed as stated in Clause 1.5.1, the Government shall have the right to reduce the amount of payment in accordance with the specified unit prices. In the event that work under this purchase order is suspended due to the circumstances described in Clause 1.5.2, the Government shall have the right to reduce the amount of payment in accordance with the specified unit prices.

1.7 Notification of Contract Deficiencies.

1.7.1 The Contracting Officer will notify the Contractor of any deficiencies in service.

1.7.2 Written notification will be given by the Operations Manager on a Contract Discrepancy Report Form, prepared in triplicate. The original will become a part of the Contractor's permanent file at the project office. The first and second copies will be delivered to the contractor. The contractor must indicate how he/she will correct the deficiency on one copy,

sign that copy, and return it to the project office for inclusion in the permanent contract file.

1.7.3 Correction of Contract Deficiencies. Upon receipt of official notification of a deficiency in service, the Contractor shall immediately correct the deficiency and/or take steps to prevent recurrence of the deficiency.

1.7.4 Deficiencies in Service. This contract may be terminated by the Contracting Officer upon issuance of three (3) Contract Discrepancy Reports.

1.7.5 Misappropriation of Government Property. This contract will be terminated by the Contracting Officer in the event of the theft of Government property by the Contractor or his/her employees.

1.8 Authorized Personnel. Under no circumstances will unauthorized persons be permitted to enter the buildings at Okaw Bluff for any purpose. The Contractor shall maintain security while working, keep all doors and windows locked during the performance of the work, and insure that all windows and doors are closed and locked upon their departure.

1.9 Unusual Conditions. The Contractor shall inform the Contracting Officer of any unusual conditions observed, such as power failures, heating problems, rain or storm damage, or other maintenance problems. These conditions must be reported to the Contracting Officer as soon as possible after they are noticed.

1.10 Minor Maintenance. The Contractor will be responsible for some minor repairs. Examples of these repairs include but are not limited to the following: unclogging pipes and resetting tripped breakers. If toilets are not functioning properly, the Contractor shall notify the Contracting Officer immediately so that repairs may be scheduled. The Contractor shall place an "Out-of-Order" sign on the toilet.

2. U.S. ARMY CORPS OF ENGINEERS/CONTRACTOR RESPONSIBILITIES

2.1 U.S. Army Corps of Engineers Responsibilities.

2.1.1 Facilities. The Okaw Bluff area covers approximately 3 acres and includes two residential type houses. The two houses combined are equipped to accommodate up to 34 individuals overnight. Both Houses are equipped for cooking and serving of meals. Furniture, appliances, and some cooking and eating utensils are provided by the Corps.

2.1.2 Maintenance. The Corps will keep the two houses in a safe and operational condition, including the maintenance of the heating system, water heaters, plumbing and sewage systems, and all electrical facilities for each building. The Corps will also maintain the roadways, the split rail fence, and the outdoor picnic tables. The project office will bear the costs of all utilities at Okaw Bluff.

2.1.3 Mowing. All mowing within the group camp area will be the responsibility of the Corps.

2.1.4 Hiking Trail Maintenance. Hiking trail maintenance will be the responsibility of the Corps.

2.1.5 Visitor supplies. Visitor supplies including but not limited to: toilet paper, paper towels, liquid hand soap, dishwashing liquid, dishwasher detergent, trash bags, light bulbs, etc. will be furnished by the Government.

2.2 Contractor Responsibilities.

2.2.1 To be Provided by the Contractor.

a. The contractor will provide all labor, equipment, and supplies necessary to perform the cleaning services of the Okaw Bluff Group Camp to the satisfaction of the Contracting Officer. Equipment and supplies will include, but not be limited to: a vacuum cleaner, a carpet shampooer, dust mops, wet mops, brooms, buckets, rags, sponges, window cleaner, other cleaners and detergents, wasp and hornet spray, and ant and roach spray. Spraying for insects under this contract will only be spot spraying for occasional appearance of insects such as ants or wasps. The facility receives monthly spraying for insects by a professional pest extermination service separate from this contract. **NOTE: ALL CHEMICALS USED MUST BE APPROVED BY THE PROJECT CHEMICAL CONTROL OFFICER PRIOR TO USE.**

b. All transportation required to perform the duties of this contract.

3. DESCRIPTION OF WORK.

3.1 JANITORIAL AND CLEANING STANDARDS AND PROCEDURES. The Contractor shall furnish all janitorial supplies and perform all janitorial and cleaning services as directed herein.

3.1.1 Kitchen Utensils. The Contractor shall insure that all cooking and eating utensils are in a clean and sanitary condition.

3.1.2 Tables and Stackable Chairs. The Contractor shall insure that all tables and stackable chairs are clean and neatly stacked.

3.1.3 Fireplaces, Grills, and Campfire Rings. The Contractor shall clean fireplaces, grills, and campfire rings of excess coals, ashes, grease, and litter following the departure of each group. All materials shall be removed, cooled and placed in the on site dumpster.

3.2 INITIAL CLEANING. An initial cleaning of both houses will be performed by the Contractor during the first week of March in each year of the contract. This cleaning will include but will not be limited to: shampooing all carpets, washing all interior and exterior windows, scrubbing all non-carpeted floors, cleaning all wall surfaces, dusting all surfaces, removing all cobwebs, washing all cooking and eating utensils, cleaning all cabinets, drawers, and closets, cleaning all mattress and pillow covers, cleaning all kitchen appliances, cleaning all bathroom fixtures, cleaning all fireplaces, grills, campfire rings, and picnic tables, clearing all porches, sidewalks, and grass areas (including roadsides) of litter, and cleaning all trash receptacles.

3.3 ROUTINE CLEANING. Routine cleaning shall be performed by the Contractor as follows.

3.3.1 The Contractor shall be responsible for cleaning the premises following the departure of each user group. Routine cleaning will include but not be limited to: trash removal, damp mopping, dusting, vacuuming, and sweeping. It will also include the cleaning of: mirrors, restrooms, restroom fixtures, stoves, refrigerators, ovens, microwaves, exhaust fans, and countertops, fire places, bar-b-que grills, and fire rings. Routine cleanings will also include washing and putting away any cooking and eating utensils left out by the users. **Exception: Routine cleaning will not be performed following the departure of a user group when the U.S. Naval Seabees are the next group scheduled to use the facilities.**

3.3.2 Bed covers and Pillows. (34 of each) Bed covers and pillow covers shall be cleaned when necessary and maintained free of dirt, dust, or other foreign matter throughout the season. All damaged items will be turned in to the Contracting Officer for replacement. Plastic pillow cases and bed covers will be wiped down with a damp sponge to remove smudges and stains when necessary.

3.3.3 Windows. All glass partitions, glass doors (interior and exterior), frames, sills, casings, screens, and transparent surfaces shall be kept free of film, dirt, smudges, water, streaks, finger or hand prints, or any other foreign matter.

3.3.4 GROUNDS MAINTENANCE.

3.3.4.1 Houses. The outside walls of the buildings including overhangs and window sills shall be cleaned to remove cobwebs, spiders, insects, and insect nests. Chemicals or sprays are not allowed unless approved by the Contracting Officer.

3.3.4.2 Litter Removal. The Contractor shall keep porches, patios, decks, sidewalks, grounds within the split rail fence area, and the roadway and roadsides (from Illinois State Route 32 to the split rail fence area) free of trash, refuse, debris, paper, empty bottles, cans, and other litter.

3.3.4.3 Safety Hazards. The Contractor shall report any safety hazards,

broken or missing signs, or other problems to the Contracting Officer immediately upon discovery.

3.4 PERIODIC CLEANING.

3.4.1 Windows. All windows shall be thoroughly cleaned inside and out two (2) times during the contract period, in addition to the window cleaning performed during the initial cleaning. Specific dates for window cleaning will be determined by the Contracting Officer.

3.4.2 Carpets. All carpets shall be shampooed two (2) times during the contract period, in addition to the shampooing performed during the initial cleaning. Specific dates for carpet shampooing will be determined by the Contracting Officer.

3.5 INSPECTIONS. The Contractor shall notify the Contracting Officer immediately after each periodic cleaning has been accomplished in order that inspection of the work may be scheduled prior to the arrival of the next user group.

4. PERSONNEL.

4.1 List of Contractor Personnel. The Contractor shall furnish for the Contracting Officer's approval, a list of all Contractor Personnel who will be performing work under this contract within ten (10) days following the award of the contract. Any changes to this list must be approved by the Contracting Officer prior to new employees starting work.

4.2 Meetings. Meetings, if required, may be called by the Contracting Officer to discuss problems and/or changes associated with the performance of the contract. All Contractor Personnel shall attend these meetings unless otherwise excused by the Contracting Officer.

5. RESTRICTIONS.

5.1 The Contractor shall be subject to all current regulations governing the public use of lands and waters of the project except those specifically waived under this contract.

6. WORK SCHEDULE.

6.1 Hours. The Contractor shall perform the work as specified by this contract on the dates and at the times specified by the Contracting Officer. When possible the Contractor will receive a schedule of dates and times when cleaning will be required at least one (1) week in advance.

6.2 Changing Work Schedule. The schedule of dates and hours when work is to be done is subject to change in order to optimize service to the public. Such changes sometimes occur due to cancellations of reservations or new reservations being made after the work period begins. If this occurs the Contractor will be given as much advance notice as possible by the

Contracting Officer.

7. CONTRACT INSPECTION AND PERFORMANCE.

7.1 Inspection. Work will be conducted under the general direction of the Contracting Officer and is subject to inspection by appointed inspectors to insure strict compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Contracting Officer, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. Formal acceptance will be made by the Contracting Officer for and on behalf of the Government.

7.2 Performance. During the progress of the contract, if it becomes apparent that the Contractor is unable or unwilling to perform the work in accordance with the contract specifications, additional supplies, equipment and/or personnel shall be obtained by the Contractor in order to insure that the specified work is accomplished. If any work performed hereunder is not in conformity with the requirements of this contract, the Government shall have the right to require the Contractor to immediately take all necessary steps to insure that future performance of the work is in conformity with the requirements of the contract; and to reduce the contract price to reflect the reduced value of the work performed. In the event that the Contractor fails to promptly take necessary steps to insure future performance of the services in conformity with the requirements of the contract, the Government shall have the right to either (1) by contract or otherwise have the work performed in conformity with the contract requirements and charge to the Contractor any cost occasioned by the Government that is directly related to the performance of such work; or (2) terminate this contract for default as provided herein.

8. PROTECTION OF BUILDING, EQUIPMENT AND VEGETATION.

8.1 Protection of Land Resources. The work areas where work is to be performed under this contract, and the land and water areas adjacent thereto, shall be preserved in their present condition.

8.2 Protection of Government Facilities. The Contractor shall be responsible for restoring any Government facilities or structures damaged as a result of his/her operation. Reasonable care shall be used to avoid damage to existing structures, equipment and vegetation in the group camp area and other areas of operation. Any such damage shall be repaired or replaced as directed by the Contracting Officer at no cost to the Government. If the Contractor does not make such repair or replacement, the cost thereof will be deducted from payments to the Contractor. The Contractor shall advise the Contracting Officer of any damage due to vandalism or other causes as soon as possible.

9. OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES (MAR 1989).

9.1 The Government may extend the term of this contract by written notice to the

Contractor within 30 days prior to the end of the contract period, provided that the Government will give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

9.2 If the Government exercises this option, the extended contract will be considered to include this option provision.

9.3 The total duration of this contract, including the exercise of any options under this clause, will not exceed three (3) years.

10. MODIFICATION OF CONTRACT. The period of the contract, work days and the total number of cleanings of the contract, are subject to adjustments due to changes in the number of reservations received for occupancy of the houses. The Contractor will be notified twenty-four (24) hours prior to implementing changes.